

**APPENDIX NO. 6 - LABOURERS - INDUSTRIAL****BETWEEN****NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**(hereinafter referred to as the "CLRA")

- AND -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA****LOCAL UNION 1115**

(hereinafter referred to as the "Union")

**NOTE: Wage Rates Effective July 1/08 - June 30/11**

<b>LABOURERS</b>								
Effective Date	Hourly Rate	V & H 9%	Benefit	Pension	Co-op Training	Org. Fund	<u>Consol. Fund</u>	Total Pkg
July 1, 2008	<u>\$27.62</u>	<u>\$2.49</u>	\$1.70	<u>\$3.00</u>	<u>\$1.22</u>	<u>\$1.46</u>	<u>\$0.72</u>	<u>\$38.21</u>
July 1, 2009 *	<b><u>\$28.08</u></b>	<b><u>\$2.53</u></b>	\$1.75	<b><u>\$3.65</u></b>	\$1.22	<u>\$1.51</u>	\$0.72	<u>\$39.46</u>
July 1, 2010 *	<b><u>\$28.54</u></b>	<b><u>\$2.57</u></b>	\$1.80	<b><u>\$4.30</u></b>	\$1.22	<u>\$1.56</u>	\$0.72	<u>\$40.71</u>

\* For years 2009 &amp; 2010, increase of \$1.25 or CPI + 1% to a maximum of 4%, whichever is greater.

In addition to the above hourly rates the employer shall pay the amounts set out in the Benefit Plan, Pension Plan, Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund and Consolidated Fund and deduct and remit to the Cape Breton Labour Developments Co. Ltd. of this Appendix.

**Amendment #6 – July 1, 2009**

**SUPERVISION:**

As defined under Article 1A - Industrial Definition - projects in excess of thirteen and one half million dollars (\$13,500,000.00):

Foreman Premium

up to 10 men.....One dollar twenty-five cents (\$1.25) per hour over base rate  
over 10 men.....a minimum premium of seven percent (7%) of journeyman base rate and  
holiday and vacation allowance

General Foreman rate to be determined between General Foreman and employer

From 3 to 6 employees.....1 working Foreman

From 7 to 10 employees.....1 non-working Foreman

One (1) of the first three (3) employees will be a working Foreman. When a crew exceeds six (6) employees there shall be a non-working Foreman. After ten (10) employees the formula repeats.

Three (3) or more Foreman.....1 General Foreman

Foremen and General Foreman

When numbers of Labourers on site are being reduced and the number of Foremen is being reduced accordingly, such Foremen (unless they are being dismissed for cause or unless their entire crew has been laid off) shall, if they are General Foremen, be reduced to the position of non-working Foreman, and if they are non-working Foremen, shall be reduced to the level of working Foreman. Working Foremen may be laid off without being reduced to the general workforce of Labourers.

**TRANSFERS - INDUSTRIAL WORK:**

As defined in Article 1A - Projects in excess of thirteen and one half million dollars (\$13,500,000.00).

Employees transferred from Commercial/Masonry Projects to Industrial Projects in excess of thirteen and one half million dollars (\$13,500,000.00) shall be on a one (1) for one (1) ratio, maximum three (3). The ratio shall commence from the Union office. Industrial Projects {in excess of thirteen and one half million dollars (\$13,500,000.00) of short duration, (maximum of one (1) week} requiring one (1) or two (2) Labourers, employers shall have the right to transfer the first Labourer employee, the second Labourer employee shall be on referral from the Union office.

On layoff (applicable to the ratio only) the ratio shall reverse, i.e. the last employee hired or transferred shall be the first employee to be terminated.

It is also agreed that the Labour Foreman, in accordance with Industrial Projects in excess of thirteen and one half million dollars (\$13,500,000.00) shall be on referral from the Union office.

To be eligible to transfer to Industrial Projects in excess of thirteen and one half million dollars (\$13,500,000.00), Labourers shall be employed on Commercial/Masonry Projects at the time of transfer for a period of thirty (30) working days, (excluding warehouse and materials storage areas).

Failure by an employer to comply with the above shall be subject to Article 16 - Grievance & Arbitration.

<b>CLASSIFICATION</b>	<b>PLUS RATE</b>
Working Foreman .....	\$0.80
Jackhammer and Pavement Breaker .....	\$0.35
Vibrators, Compactors, Tempers .....	\$0.15
Dynamite Helper .....	\$0.50
Dynamite Blaster .....	\$1.00
Pipelayer .....	\$0.25
Shotcrete & High Pressure Grouting (Nozzle & Pot) .....	\$1.00
Job Service Truck .....	\$0.25
Creosote Work .....	\$0.25
Cement Finisher .....	\$0.60
Sandblaster (Masonry and Concrete) .....	\$0.50
Burner and Welder .....	\$0.50
Signalman .....	\$0.25
Concrete Bucket .....	Basic Rate
Carpenter Trade Tender (inc. Acoustic & Drywall) .....	Basic Rate
Chainsaw (if provided by employee at employer's request) .....	\$0.25
Terrazzo Labourer (when required) .....	Basic Rate
Pile Driving .....	Basic Rate
Pumps .....	Basic Rate
Tool Crib/Stores (Civil Contractors only) .....	Basic Rate
Forklift Operator .....	Basic Rate
Concrete Placer .....	Basic Rate
Asphalt Raker .....	Basic Rate
Heaters .....	Basic Rate
Demolition .....	Basic Rate
Pipe Fusion .....	Basic Rate
Lasers .....	Basic Rate
Environmental Worker .....	Basic Rate

These classifications are for the establishment of rates only and in no way are to be interpreted as determining jurisdiction.

**HANDICAPPED:**

A special rate of wages to be established by a committee of the Union and employer for an employee who is handicapped.

**OVERTIME:**

Minimum overtime shall be one (1) hour at the applicable overtime rate.

The first six (6) hours of overtime in any one (1) week period, Monday to Friday, shall be paid for as time and one-half (1½x) of the regular hourly rate including classification premiums. All additional overtime hours shall be paid for at double (2x) time the hourly rate including classification premiums.

Employees who are required to work in excess of two (2) successive hours overtime shall be provided with a meal. Where this is impractical, a meal allowance shall be included in the pay for the next regular pay period. Meal allowance shall be *Fifteen dollars (\$15.00)*.

**OVERTIME (Saturdays, Sundays, Holidays):**

Labourers required by Management to work on Saturdays, Sundays or Designated Holidays shall be paid at double (2x) the regular hourly rate including classification premiums, subject to the provisions of the make-up time clause set out, below, in this Appendix.

**OVERTIME HOURS:**

All overtime hours shall be paid for the period (Monday to Friday) worked. The banking of overtime hours shall not be permitted.

**PAID HOLIDAYS:**

The following holidays shall be paid holidays: **Labour Day, Thanksgiving Day, Remembrance Day, Canada Day.**

Should employees be required to work on a paid holiday, they shall be paid in addition to the holiday pay, double time (2x) the employee's classified rate for all hours worked.

**CALL OUT MINIMUM: (Pumps & Heaters)**

When an employee is called out by Management to work after 8:00 a.m. on Saturday, Sunday or a Designated Holiday, or a contract holiday, he shall receive a minimum of two (2) hours' pay at double (2x) time, classification premium included.

**SHIFT DIFFERENTIAL:**

When Management requires two (2) or more shifts within twenty-four (24) hours, the starting time on the first shift is to be determined by the employer. With the exception that these shifts will be adjusted according to high and low schedules where work performed is controlled or affected by the tides.

- 1st shift.....eight (8) hours pay for eight (8) hours worked
- 2nd shift .....fifteen percent (15%) shift differential
- 3rd shift .....fifteen percent (15%) shift differential

**HEIGHT PAY:**

Labourers required to work on scaffolds, structural steel, swinging stage, bosum chair, towers, stacks, catwalks, shall receive height pay:

- 0' - 49'.....Basic hourly rate
- 50' - 59'.....Twenty cents (\$0.20) + hourly rate
- 60' - 79'.....Forty cents (\$0.40) + hourly rate
- 80' - 99'.....Eighty cents (\$0.80) + hourly rate

An additional forty cents (\$0.40) per hour for every twenty feet (20') thereafter plus basic hourly rate.

**REFERRAL OF LABOURERS:**

Request for Labourers shall be placed by Management 8:00 a.m. - 5:00 p.m., the day previous to the request. If there is a request for a man to report at other than the regular starting time and he is refused work or no work is available, he will be paid four (4) hours at the regular rate of pay. If he works more than four (4) hours on that occasion, he will be paid eight (8) hours at the regular rate of pay.

**INJURED ON SITE:**

Labourers, when injured on the site and who require medical attention, will receive pay for the day eight (8) hours at the regular hourly rate, provided that a medical report is provided stating that the injured party is unable to return and complete the shift.

The employer may authorize another employee to accompany the injured party and, if so, he shall experience no loss of pay.

**MASONRY CONSTRUCTION:**

When contractors other than masonry contractors decide to perform their own masonry work on Industrial projects and utilize their Labourers as Masonry Tenders, the Labourers shall be paid in accordance with the Masonry Labourers Collective Agreement for Cape Breton Island and all conditions (monetary) shall apply.

**BENEFIT PLAN:**

The Parties hereto agree on a Benefit Plan as follows:

- (a) The Trust Document under which the fund is controlled shall provide for equal Trustees in number and power to be appointed by each of the Parties hereto.
- (b) The Benefit Plan shall be professionally administered.
- (c) Each employer shall sign a Participation Agreement as approved by the Trustees.
- (d) Rate Contribution - the employer shall make contributions at the rate of one dollar seventy cents (\$1.70) and effective July 1, 2009 one dollar seventy-five cents (\$1.75) and effective July 1, 2010 one dollar eighty cents (\$1.80), per hour for every hour worked to:

**Administrator**

**Benefit Plan Administrators Limited**

Tower 1, Suite 216 - 7001 Mumford Road

Halifax, NS B3L 4N9

Phone: (902) 455-7277

Fax: (902) 454-5936

**PENSION PLAN:**

- (a) The Administrator of the Fund shall be:

**The Administrator**

**Labourers' Pension Fund of Central and Eastern Canada**

PO Box 40 - Station "Q"

Toronto, Ontario

M4T 1L0

- (b) It is agreed that the employer shall contribute and remit three dollars (\$3.00) and effective July 1, 2009 three dollars sixty-five cents (\$3.65) and effective July 1, 2010 four dollars thirty cents (\$4.30) per hour worked to the Administrator of the Pension Fund on or before the tenth (10<sup>th</sup>) day of the month following the month such hours were worked. Remittances shall be accompanied by a remittance report form for each employee or such form as may reasonably be required by the Administrator and/or Trustees of the Pension Fund.
- (c) It is agreed that provisions for an increase in the Pension Plan will be implemented if so desired by the Local Union, with the employer remittance to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.
- (d) For Pension purposes thirty (30) and out shall apply.

**Amendment #6 – July 1, 2009**

**LABOURERS' TRAINING, HEALTH & SAFETY AND LABOURERS' - EMPLOYERS CO-OPERATION AND EDUCATION TRUST FUND:**

Employers and employees both recognize the need and benefits derived from training received in new techniques of the industry. It is therefore imperative that a program of training be provided for all members of Local Union 1115 and, when space is available, for owners, part owners, senior management and middle management of firms employing Union members.

The Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund shall be administered according to the terms of an Administrative Agreement made between the Parties to this Collective Agreement and Benefit Plan Administrators Limited.

The Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund will be jointly Trusteed with equal representatives from both Parties to this Agreement.

If any component of the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund ceases to function the remaining funds shall be applied to the Welfare Plan.

The Parties hereto agree that either Party, pursuant to the Agreement establishing the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for individual contributions required to be made pursuant to this Article. Any arbitrator appointed pursuant to this Clause, is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.

Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund.

The employer shall remit a total of one dollar twenty-two cents (\$1.22) per hour paid to:

**Local Union 1115 Training and Trust Fund**226 Townsend Street, 2<sup>nd</sup> Floor

Sydney, Nova Scotia

B1P 5E6

Thirty cents (\$0.30) of this fund is an employer contribution. The balance has been deducted from employee wages.

**CAPE BRETON LABOUR DEVELOPMENT CO. LTD:**

The employer shall deduct a total amount of twenty-five cents (\$0.25) per hour for each hour worked from the employee (including overtime hours). This deduction shall be forwarded monthly by the tenth (10<sup>th</sup>) day of the following month to:

**Administrator**  
**Cape Breton Labour Development Co. Ltd.**  
P.O. Box 1103  
Sydney, NS  
B1P 6J7

Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Labourers' Development Co. Ltd.

**ORGANIZING FUND - LABOURERS LOCAL 1115:**

All employers bound by this Agreement shall contribute, at the rate of one dollar forty-six cents (\$1.46) and effective July 1, 2009 one dollar fifty-one cents (\$1.51) and effective July 1, 2010 one dollar fifty-six cents (\$1.56), for every hour paid to employees covered by this Agreement, to a Fund to be known as the Labourers' Local 1115 Organizing Fund. The contribution is in addition to the hourly rate as set out in this Agreement.

Employers shall remit such contributions to the Labourers' Local 1115 Organizing Fund along with a list of all Labourers employees and their Social Insurance Numbers, on or before the fifteenth (15<sup>th</sup>) day of the month, to the following address:

**Labourers' Local 1115 Organizing Fund**  
**Attention: The Administrator**  
226 Townsend Street, 2nd Floor  
Sydney, NS B1P 5E6

In the event that this Fund is discontinued at any time, the hourly contributions agreed to herein, as amended from time to time, shall become part of the wage package of the employee and the calculation of the amount to be made part of the wage package of the employee shall be such that the amount by which the combined hourly rate and holiday and vacation package of the employee is increased shall not exceed the amount of the hourly contribution which is being discontinued.

The purpose of the Organizing/Stabilizing Fund is to provide employers, upon application which has been approved in accordance with this Agreement, by representatives of the Union, with a subsidy for all hours paid by employees on cost-sensitive jobs.

The Fund may be discontinued by thirty (30) days notice from the Union, however, only after all financial arrangements are made to ensure enough monies are available to satisfy all subsidies which have been granted.

**CONSOLIDATED FUND:**

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 3A of the Collective Agreement, i.e. a total of seventy-two cents (\$0.72) for the Consolidated Fund to:

**The Administrator**  
**Cape Breton Island Building & Construction Trades Council**  
238 Vulcan Avenue  
Sydney, Nova Scotia  
B1P 5X2

**TRANSFERRING FROM SITE TO SITE:**

It is agreed that Management has the right to transfer from site to site. It is also agreed that Management will not transfer all Labourers from site when Carpenters are employed on same site, (excluding Small Jobs) when there is Labourers' work to perform. Should a Steward be transferred, the Union will be notified.

**MEALS:**

When a Labourer is entitled to a meal as provided in this Agreement, he will receive same benefit every four (4) hours work thereafter.

**GENERAL CLEAN UP: (Including Clean Up Done in Conjunction With Other Crafts)**

Cleaning and clearing of all debris, including wire brushing of window frames, scraping of floors, and cleaning of all debris in the building and construction area shall be performed by Labourers. General clean up including sweeping, cleaning, washing down and wiping of construction facilities, equipment and furnishings; removal of debris, loading or burning of all debris, including crates, boxes, packaging and waste materials, washing or cleaning of interior walls, partitions, ceilings, windows, bathrooms, kitchens, lavatory and all fixtures and facilities therein, clean up, mopping, washing or dusting of all floors or areas. The employer shall have the right to hire a cleaning firm for final clean-up, providing the Business Manager is notified prior to said hiring.

**HEALTH AND SAFETY:**

When required to work under conditions where rain gear and rubber boots are needed, they will be provided by the employer for use at the job site. Such apparel is to remain the property of the employer and is not to be removed from the job site. Where employees are issued pre-worn rubber boots, other than new boots, the employer shall supply plastic socks for sanitary reasons.

If required to work under such conditions, employees will not be penalized while waiting for such apparel.

**PILE DRIVING (Protective Clothing/Gloves):**

The employer accepts the responsibility to provide coveralls and gloves required for Labourer employees when employed in pile driving crews for working conditions which are exceptional or would lead to speedier deterioration of personal clothing than under normal or usually accepted working conditions.

The employer shall, under the above conditions, supply leather work gloves. These gloves shall remain the property of the employer and shall not be removed from the work site.

**TRAINING (UNFAMILIAR EQUIPMENT):**

Persons instructing Labourers in the operation of unfamiliar equipment may operate the equipment in the course of instruction.

**POWDERMAN HELPER:**

There shall be a Powderman helper when blasting is being performed on a generally continuous basis.

**WORK ASSIGNMENTS:**

Labourers shall generally receive work assignments from Labour Foremen, however, when they are assigned to work under other Trade Foremen, they shall receive work assignments from such other Trade Foremen.

**CONSTRUCTION INDUSTRY:**

This Agreement covers Labourers engaged in the construction industry, site clearing, ten (10) acres or less, excepting street and highway construction.

**CONCRETE POURS:**

When concrete pours commence before 8:00 a.m. and completed anytime before the normal quitting time (4:30 p.m.), employees shall remain on the project and complete their shift in accordance with Article 13 - Reporting Time.

**LUNCH BREAK PERIOD:**

When employees are required to continue a concrete pour which interferes with the normal lunch break (12:00/12:30 p.m.), they shall receive one-half (½) hour at time and one-half (1½x) the regular rate of pay and shall be permitted to take a ten (10) minute break when that pour is completed.

**SEVERANCE PAY:**

Article 8 not applicable to Labourers who are not employed for a period of five (5) consecutive days.

**JOB STEWARDS:**

Subject to all other items and conditions of this Agreement, the Steward shall be the last man remaining on the job/shop.

The loading and unloading and transportation of all building materials from all job sites to the employer's warehouse and vice versa shall be performed by members of the Labourers' Union.

**MAKE-UP TIME:**

Employees, due to adverse weather conditions only, who lose time during the normal scheduled hours of work (Monday through Friday), shall have the option to work Saturday at the regular hourly straight time rate of pay up to a total of forty (40) hours per week. Hours worked on Saturday shall consist of the number of hours required to achieve a forty (40) hour week (Monday through Friday).

Hours worked beyond the required hours to achieve a forty (40) hour week shall be paid at the overtime rate of pay as defined in this Appendix or double time (2x) the hourly rate. The employer agrees that no punitive measures will be applied to employees who do not wish to exercise their option.

**FREE ZONE/DAILY TRAVEL/BOARD:**

This clause shall prevail to the extent that it modifies and expands the provisions of Article 15 - Subsistence of the Collective Agreement.

There shall be a radius of seventy-two (72) kilometres designated as a Free Zone encompassing Construction Projects on Cape Breton Island. Travel allowance will not apply to employees travelling and working within the designated Free Zone of seventy-two (72) kilometres.

Employees residing seventy-two (72) kilometres to eighty-nine (89) kilometres shall receive a travel allowance of eleven dollars (\$11.00) per day worked. Employees residing eighty-nine (89) kilometres and beyond shall receive a travel allowance of twenty-six dollars (\$26.00) per day worked.

Alternatively, when the employee is required by the employer to travel overnight or for any length of time, adequate room and board authorized by the employer shall be paid for by the employer, or as set out below:

	<b>July 1, 2008</b>	<b>July 1, 2009</b>	<b>July 1, 2010</b>
5 X 8	\$80.00	\$85.00	\$90.00
4 X 10	\$100.00	\$106.25	\$112.50

Travel during working hours shall be provided or paid for by the employer, or, where an employee uses his own vehicle at the employer's request, he shall be paid mileage allowance of... **Fifty-two cents (\$0.52)** per kilometre return.

In lieu of mileage an employee who has a permanent place of residence more than sixty-four (64) kilometres beyond the outside limit of the free zone shall receive the prevailing daily board allowance set out in the table above as subsistence allowance, or, if a camp is provided, be given the opportunity to take up residence in camp at no cost to the employee for room and board. All employees who take up residence in camp agree to strictly abide by camp regulations which are now or may hereafter be posted.

**INDUSTRIAL PROJECTS (CAMPS):**

On projects in excess of thirteen and one half million dollars (\$13,500,000.00) as defined in Article 1A, where camp facilities are provided, Labourer employees shall have the opportunity to take up residence in the camp at no cost to the employee for room and board. All employees who take up residence in the camp agree to strictly abide by camp regulations which are now or may hereafter be posted.

**IN WITNESS WHEREOF** the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 19th day of September, 2008.

**SIGNATORIES**

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
ALLAN STAPLETON

\_\_\_\_\_  
DOUGLAS SERROUL

\_\_\_\_\_  
GREIG MACLEOD

\_\_\_\_\_  
TROY COLBURN

**APPENDIX NO. 6“A” - LABOURERS - INDUSTRIAL**

**ROCK & TUNNEL CONSTRUCTION ONLY**

BETWEEN

**NOVA SCOTIA CONSTRUCTION LABOUR RELATIONS ASSOCIATION LIMITED**

(hereinafter referred to as the "CLRA")

- AND -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA  
LOCAL UNION 1115**

(hereinafter referred to as the "Union")

**NOTE: Wage Rates Effective July 1/08 - June 30/11**

<b>LABOURERS</b>								
Effective Date	Hourly Rate	V & H 9%	Benefit	Pension	Co-op Training	Org. Fund	Consol. Fund	Total Pkg
July 1, 2008	\$30.37	\$2.73	\$1.70	\$3.00	\$1.22	\$1.50	\$0.72	\$41.24
July 1, 2009 *	<b>\$30.83</b>	<b>\$2.77</b>	\$1.75	<b>\$3.65</b>	\$1.22	\$1.55	\$0.72	\$42.49
July 1, 2010 *	<b>\$31.28</b>	<b>\$2.82</b>	\$1.80	<b>\$4.30</b>	\$1.22	\$1.60	\$0.72	\$43.74

\* For years 2009 & 2010, increase of \$1.25 or CPI + 1% to a maximum of 4%, whichever is greater.

In addition to the above hourly rates the employer shall pay the amounts set out in the Benefit Plan, Pension Plan, Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund and Consolidated Fund and deduct and remit to the Cape Breton Labour Developments Co. Ltd. of this Appendix.

**HANDICAPPED:**

A special rate of wages to be established by a committee of the Union and employer for an employee who is handicapped.

**Amendment #6 – July 1, 2009**

**ROCK & TUNNEL CONSTRUCTION/DEVELOPMENT:**

1. This Appendix shall only apply to all tunnels, shafts, chambers and any other underground excavation, but this does not include tunnel work which is incidental to open-cut work for sewer and watermain construction.
2. The provision of this Appendix where inconsistent with the provisions in the Agreement of the regular Appendix, shall apply for Tunnel Construction.
3. **Regular Hours of Work and Overtime:**
  - (a) The normal work week shall be eight (8) hours per day, Monday to Friday inclusive, between the hours of 8:00 a.m. and 6:00 p.m.
  - (b) Work after eight (8) hours per day, Monday to Friday inclusive, shall be paid for at double (2x) the straight time rate of pay for such work.
  - (c) Work on Saturdays, Sundays and statutory holidays shall be paid for at double (2x) the straight time rate of pay for such work.
4. **Shift Work and Special Provisions:**
  - (a) The normal work week of the second shift of a two (2) shift operation shall be eight (8) hours per day, Monday to Friday inclusive, between the hours of 8:00 p.m. and 6:00 a.m.
  - (b) Work after seven (7) hours per day on the second shift of a two (2) shift operation, Monday to Friday inclusive, shall be paid for at double (2x) the straight time rate of pay for such work.
  - (c) Work on Saturdays, Sundays and statutory holidays shall be paid for at double (2x) the straight time rate of pay for such work, except that shifts starting on Friday and continuing into Saturday shall be considered as if all hours were worked on Friday.
  - (d) Employees on the second shift of a two (2) shift operation shall be paid a shift premium rate of fifteen percent (15%).
  - (e) Employees on shift work shall rotate shifts at the end of each week.
  - (f) **Higher Wage Rates:** Where an employee works in a higher hourly wage classification, he shall be paid the higher rate for a minimum of four (4) hours. If he works more than four (4) hours at the higher hourly wage classification he shall be paid the higher rate for the entire shift.

**5. Premium Rates in Compressed Air:**

The following sliding scale of premium rates shall apply to workers in compressed air unless changes are effected in the underground industry after April 30, 1976, in which case the new rates would apply:

<i>Air Pressure</i>	<i>Premium per Shift</i>
1 – 14 lbs. ....	\$15.00
15 – 20 lbs. ....	\$17.00

Rest periods when working under air pressure are to be paid as required by law and no deduction will be made for lunch break falling in the rest period between the two (2) working periods.

6. The employer agrees to notify the Union of any incentive bonus system before implementing it.

**7. Underground Work - Special Provisions:**

Smoke time will be determined by the conditions which exist at the particular time of blasting - weather, wind ventilation, etc. After blasting operations, work will be resumed at the discretion of the shift boss, however, a minimum of five (5) minutes smoke time will be allowed. Any grievance arising from smoke clearing time will be referred to a grievance committee equally representative of labour and management for safety.

Rubber boots, rubber clothing and rubber or insulated gloves of suitable quality and, where necessary, ear muffs or equivalent will be issued by the employer.

When replacement of rubber clothing, rubber boots or rubber gloves (of suitable quality) is required due to excessive wear or accident, the employer will supply same to employees at no additional cost.

Heated dry rooms, complete with showers, shall be provided. There shall be at least one (1) showerhead for every three (3) men on any one shift and sufficient hot water shall be provided so that every employee will be able to take a hot shower. Soap and hand cleaner will be supplied in the dry rooms.

**WAGE RATES:**

The following rates of pay per hour shall be paid for all work done in tunnels, shafts, chambers and other underground excavations:

Underground Labourer.....	Base Rate + \$0.50
Dynamite Handler.....	Base Rate + \$0.50
Chuck Tender.....	Base Rate + \$0.50
Miner.....	Base Rate + \$1.00
Timberman.....	Base Rate + \$1.00
Tunnel Mole Driver.....	Base Rate + \$1.00
Muck Excavator.....	Base Rate + \$1.00
Tunnel Shield Driver.....	Base Rate + \$1.00
Powderman.....	Base Rate + \$1.00
Loco Driver.....	Base Rate + \$1.00
Track Men.....	Base Rate + \$1.00
Lock Tender.....	Base Rate + \$1.00
Jackleg And Stoper Driller.....	Base Rate + \$1.00
Drill Doctors.....	Base Rate + \$1.00
Raise And Shaft Miner.....	Base Rate + \$1.00
Shotcrete.....	Base Rate + \$1.00
Airtrac.....	Base Rate + \$1.00
Lead Miner.....	Miner + 10%
Environmental.....	Basic Rate

**PAID HOLIDAYS:**

The following are the Paid Holidays: **New Year's Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day.**

**BENEFIT PLAN:**

The Parties hereto agree on a Benefit Plan as follows:

- (a) The Trust Document under which the fund is controlled shall provide for equal Trustees in number and power to be appointed by each of the Parties hereto.
- (b) The Benefit Plan shall be professionally administered.
- (c) Each employer shall sign a Participation Agreement as approved by the Trustees.
- (d) Rate Contribution – the employer shall make contributions at the rate of one dollar seventy cents (\$1.70) and effective July 1, 2009 one dollar seventy-five cents (\$1.75) and effective July 1, 2010 one dollar eighty cents (\$1.80) per hour for every hour worked to:

**Administrator**

**Benefit Plan Administrators Limited**

Tower 1, Suite 216 - 7001 Mumford Road

Halifax, NS

B3L 4N9

Phone: (902) 455-7277

Fax: (902) 454-5936

**PENSION PLAN:**

The Administrator of the Fund shall be:

**The Administrator**

**Labourers' Pension Fund of Central and Eastern Canada**

30 Drewry Avenue, Suite 200

PO Box 69

Willowdale, Ontario

M2M 4C4

- (a) It is agreed that the employer shall contribute and remit three dollars (\$3.00) and effective July 1, 2009 three dollars sixty-five cents (\$3.65) and effective July 1, 2010 four dollars thirty cents (\$4.30) per hour worked to the Administrator of the Pension Fund on or before the tenth (10<sup>th</sup>) day of the month following the month such hours were worked. Remittances shall be accompanied by a remittance report form for each employee or such form as may reasonably be required by the Administrator and/or Trustees of the Pension Fund.
- (b) It is agreed that provisions for an increase in the Pension Plan will be implemented if so desired by the Local Union, with the employer remittance to be deducted from the wage rates contained herein, provided the employer receives sixty (60) days notice of such change.
- (c) For Pension purposes thirty and out shall apply.

**Amendment #6 – July 1, 2009**

**LABOURERS’ TRAINING, HEALTH & SAFETY AND LABOURERS’ – EMPLOYERS COOPERATION AND EDUCATION TRUST FUND:**

Employers and employees both recognize the need and benefits derived from training received in new techniques of the industry. It is therefore imperative that a program of training be provided for all members of Local Union 1115 and, when space is available, for owners, part owners, senior management and middle management of firms employing Union members.

The Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund shall be administered according to the terms of an Administrative Agreement made between the parties to this Collective Agreement and Benefit Plan Administrators Limited.

The Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund will be jointly Trusteed with equal representatives from both parties to this Agreement.

If any component of the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund ceases to function the remaining funds shall be applied to the Welfare Plan.

The parties hereto agree that either party, pursuant to the Agreement establishing the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund shall have the authority to utilize the arbitration procedures set forth herein for the collection of delinquent accounts for individual contributions required to be made pursuant to this Article. Any arbitrator appointed pursuant to this Clause, is hereby expressly conferred jurisdiction to deal with the awarding of contributions, damages and all related costs.

Neither the Union nor the CLRA shall incur any legal liability with regard to claims arising from the Labourers' Training, Health & Safety and Labourers' - Employers Cooperation and Education Trust Fund.

The employer shall remit a total of one dollar twenty-two cents (\$1.22) per hour paid to:

**Local Union 1115 Training and Trust Fund**  
226 Townsend Street, 2<sup>nd</sup> Floor  
Sydney, Nova Scotia  
B1P 5E6

Thirty cents (\$0.30) of this fund is an employer contribution. The balance has been deducted from employee wages.

**CAPE BRETON LABOUR DEVELOPMENT CO. LTD.:**

The employer shall deduct a total amount of twenty-five cents (\$0.25) per hour for each hour worked from the employee (including overtime hours). This deduction shall be forwarded monthly by the tenth (10<sup>th</sup>) day of the following month to:

**Administrator**  
**Cape Breton Labour Development Co. Ltd.**  
PO Box 1103  
Sydney, NS  
B1P 6J7

Neither the Union nor the CLRA shall incur, any legal liability with regard to claims arising from the Labourers' Development Co. Ltd.

**ORGANIZING FUND - LABOURERS LOCAL 1115:**

All employers bound by this Agreement shall contribute, at the rate of one dollar fifty cents (\$1.50) and effective July 1, 2009 one dollar fifty-five cents (\$1.55) and effective July 1, 2010 one dollar sixty cents (\$1.60) for every hour paid to employees covered by this Agreement, to a Fund to be known as the Labourers' Local 1115 Organizing Fund. The contribution is in addition to the hourly rate as set out in this Agreement.

Employers shall remit such contributions to the Labourers' Local 1115 Organizing Fund along with a list of all Labourers employees and their Social Insurance Numbers, on or before the fifteenth (15<sup>th</sup>) day of the month, to the following address:

**Labourers' Local 1115 Organizing Fund**  
**Attention: The Administrator**  
226 Townsend Street, 2nd Floor  
Sydney, NS  
B1P 5E6

In the event that this Fund is discontinued at any time, the hourly contributions agreed to herein, as amended from time to time, shall become part of the wage package of the employee and the calculation of the amount to be made part of the wage package of the employee shall be such that the amount by which the combined hourly rate and holiday and vacation package of the employee is increased shall not exceed the amount of the hourly contribution which is being discontinued.

**CONSOLIDATED FUND:**

The employer shall remit per hour, for each hour paid, for the employee a sum in accordance with Article 3A of the Collective Agreement, i.e. a total of seventy-two cents (\$0.72) for the Consolidated Fund to:

**The Administrator**  
**Cape Breton Island Building & Construction Trades Council**  
238 Vulcan Avenue  
Sydney, Nova Scotia

**IN WITNESS WHEREOF** the Parties have Executed this Collective Agreement at Sydney, Nova Scotia, on this 19th day of September, 2008.

**SIGNATORIES**

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
ALLAN STAPLETON

\_\_\_\_\_  
DOUGLAS SERROUL

\_\_\_\_\_  
GREIG MACLEOD

\_\_\_\_\_  
TROY COLBURN